

MANITOBA SUSTAINABLE DEVELOPMENT FIXED WING FLYING OFFER 2019/20

Company Name:		Tel.#:	
Address:		Cell #:	
		Fax #:	
City:		Prov.:	
Postal Code:		Email:	

(hereinafter called the "Carrier")

Offers to provide:

HER MAJESTY THE QUEEN, in the right of the Province of Manitoba, represented by the Honourable, the Minister of Sustainable Development

(hereinafter called "Manitoba")

PLEASE NOTE for 2019:

1. The Fixed Wing Flying Offer for 2019/20 includes requests for fixed wing aircraft that may be required for the following 3 specific and separate roles:
 - [A] Casual Fixed Wing – Transport Role (personnel, equipment and supplies);
 - [B] Detection Role, and;
 - [C] Birddog Role

Please review appropriate Tables and Equipment requirements for Detection and Birddog roles as aircraft type and equipment requirements differ from the fixed wing equipment required for the Transport role. Minimum Pilot Qualifications for Birddog role are also provided on Page 3. A hire record will be issued at time of hire for longer term Detection and Birddog role requirements.

2. **Aquatic Invasive Species (AIS)** are present in several water bodies in Manitoba. Legislation requirements have been put into effect to help prevent the spreading of AIS to other water bodies and are found in the *Aquatic Invasive Species Regulation* (M.R. 173/2015) made pursuant to *The Water Protection Act* as outlined in Section 10.0.
3. Manitoba continues to review requirements for Detection operations which include preferred equipment specifications. **Aircraft and Equipment specifications for detection are listed in Section B** and will be preferred for the 2019 wildfire season and may become mandatory in the future.

4. The Carrier shall effect and maintain one or more **comprehensive liability insurance** policies with combined limits of **not less than \$5,000,000** as to any single occurrence or claim as per Section 29.0 contained in this Offer.
5. **Confidential Pilot Information Sheets** may be requested by Manitoba for specialized projects such as aerial surveys, bird dogging, aerial spraying, detection, etc. as outlined in Section 6.0 contained in this Offer.
6. Carriers are invited to provide Offers for both the period **April 1, 2019 to September 30, 2019** during the **fire season** (Refer to Table 1 – page 16) and the period of **October 1, 2019 to March 31, 2020** for **non-fire season** flying (Refer to Table 2 – page 17). Offers are now only available at the following website: www.gov.mb.ca/sd/fire/aircraft/flyingoffers
7. A Dangerous Goods chapter, approved by Transport Canada must be on the aircraft at all times for easy reference by Sustainable Development staff and inspection by Transport Canada.
8. Current and valid Letter of Clearance from Manitoba Worker's Compensation with respect to work being carried out under the term of this Offer is required for hire and should be attached to this Offer.
9. If requested, Carriers will still have to submit **Confidential Pilot Information Sheets** as Manitoba continues to utilize pilot qualifications and hours of flying experience in the hire process.
10. The WebAir Canada Website is available to air operators to provide company, pilot and aircraft information into WebAir Canada at the following address: www.webaircanada.com

1.0 APPLICATION OF THIS OFFER

- 1.1 The terms, rates and charges in this Offer constitute the conditions upon which the Carrier agrees to perform commercial charter fixed wing flying services and are as such a part of every agreement for flying services between Manitoba and the Carrier.

2.0 LICENSING REQUIREMENTS

- 2.1 The Carrier shall be duly licensed and approved to provide a commercial fixed wing charter flying service and shall conduct all operations in accordance with the Aeronautics Act and related Canadian Aviation Regulations (CARS).
- 2.2 At the request of Manitoba, copies of the current company Operating Certificate and Certificate of Airworthiness for each aircraft will be supplied upon hire.

3.0 FEDERAL ACTS

3.1 The terms and conditions of this Offer are subject to, and all flights will be conducted in accordance with the Aeronautics Act and related Canadian Aviation Regulations (CARs) respective thereto and the rules, orders and approval of the National Transportation Agency (NTA) and any other governmental authorities having jurisdiction.

4.0 MINIMUM PILOT QUALIFICATIONS

4.1 A pilot must hold a valid commercial fixed wing licence and be capable of flying in a forest fire fighting environment. If, in Manitoba's opinion, the pilot does not possess necessary experience for the job required, the Carrier will be requested to provide a more experienced pilot. Specialized flying such as detection, aerial surveys, birddogging, may require additional pilot qualifications (minimum Birddog Pilot Qualifications are listed below) and a Confidential Pilot Information Sheet may be requested as outlined in Section 6.0.

4.2 Minimum Birddog Pilot Qualifications:

Unless otherwise agreed to in writing, the Birddog Pilot must have:

- a) A valid ATPL (Airline Transport License)
- b) A valid Group 1 instrument rating;
- c) 2,000 hour total flight time;
- d) 300 hours PIC flight time on multi-engine aircraft;
- e) 50 hours PIC flight time on similar type (approved by Department of Sustainable Development) of which 25 hours must be current on type;
- f) A valid PPC on type;
- g) Authorization to conduct single pilot IFR operations with passengers;
- h) Be GPS approach qualified; and;
- i) Have 10 hours flight time on type within the previous 60 days;
- j) Completed annual Company Birddog Training;
- k) Previous training in CRM;
- l) Previous training in CFIT.

5.0 EMPLOYEE PERFORMANCE

5.1 The Carrier is responsible for the able performance, proper behaviour and proper attitude of all its employees throughout the duration of hire.

5.2 Manitoba may request any of the Carrier's employees to immediately vacate any premises or property operated by Manitoba due to performance, behaviour or attitude problems as deemed necessary by the Officer in Charge of said premises or property.

- 5.3 Manitoba will request compensation for any damages to any premises or property operated by Manitoba that may be damaged due to Carrier employee performance or behaviour.
- 5.4 Manitoba reserves the right to request a qualified replacement pilot, engineer or other field personnel involved in providing the commercial charter flying services at any time during the hire period.

6.0 PILOT ACCEPTANCE

- 6.1 Prior to hire, the Carrier may be requested to provide a Confidential Pilot Information Sheet, listing licence type, flight endorsement, total flying time, time on each type of aircraft and experience relating to specialized projects such as aerial surveys, birdlogging, aerial spraying, detection, etc. A Confidential Pilot Information Sheet is attached to the Offer on page 23.

7.0 AIRCRAFT ACCEPTANCE

- 7.1 The Carrier agrees to make its aircraft, related equipment and facilities, and required crew documentation available for inspection and acceptance by designates of Manitoba and/or Transport Canada authorities prior to, and at any time during, the period of hire under the terms of this Offer.

8.0 SUBSTITUTION OF AIRCRAFT

- 8.1 When, owing to causes beyond the control of the Carrier, the chartered aircraft is unavailable at the time the charter commences or becomes unavailable while carrying out the charter, the Carrier may furnish another aircraft of the same type or, with the consent of Manitoba, substitute any other type of aircraft at the rates and charges applicable to the aircraft originally chartered except as provided in subsections 8.2 and 8.3 outlined below.
- 8.2 When a substituted aircraft is capable of a larger payload than the aircraft originally chartered, the payload carried in the substituted aircraft shall not be greater than the payload that would have been available in the aircraft originally chartered, unless Manitoba agrees to pay the rates and charges applicable to the substituted aircraft.
- 8.3 When the maximum payload of a substituted aircraft is smaller than the maximum payload of the aircraft originally chartered, charges shall be based on the rates and charges applicable to the type of substituted aircraft, except that where such rates and charges are higher than those for the aircraft originally chartered, the rates and charges for the original aircraft chartered shall apply.

9.0 OPERATION

- 9.1 The Carrier shall have exclusive operational control over its chartered aircraft, its contents and crew and shall ensure that each flight is conducted in a safe and efficient manner and in accordance with all applicable Acts and Regulations, including, but not limited to, the *Aeronautics Act*, related *Canadian Aviation Regulations* and any other governmental authorities having jurisdiction and Sustainable Development – Wildfire Program guidelines.
- 9.2 Every person who is provided with transportation on a chartered aircraft shall comply with all the terms and conditions of the Carrier, and all persons and property aboard a chartered aircraft shall be subject to the authority of the pilot in charge.
- 9.3 The Carrier may:
- a) cancel or terminate a charter or any flight of a charter at any time;
 - b) return to base or to the last point of landing; or
 - c) divert or land at an intermediate point,
- when such action is deemed by the Carrier to be necessary owing to the un-serviceability of the aircraft, weather conditions or other conditions beyond the control of the Carrier.

10.0 AQUATIC INVASIVE SPECIES

- 10.1 The Carrier, pilot and crew is required and shall adhere to requirements for float and/or pontoon aircraft in accordance with the *Aquatic Invasive Species Regulation* (M.R. 173/2015) made pursuant to *The Water Protection Act* in order to avoid the spread of AIS between water bodies, including:
- a) *Section 6(1) Immediately before taking off from a water body, the operator of an aircraft must inspect the aircraft and remove all aquatic invasive species, aquatic plants and mud from the aircraft's cables, wires, ropes and anchor, and the aircraft's floats or pontoons;*
 - b) *Section 6(2) If water is drained from the float or pontoon of an aircraft, the water must be collected in a container and disposed on land so that it does not drain into a water body;*
 - c) *Section 19 Aircraft must not be moored in the water in the Central Control Zone for longer than 12 hours unless the aircraft's floats or pontoons have been treated with anti-fouling paint which is maintained in good condition;*
 - d) *Section 1(1) "anti-fouling paint" means a paint that is treated with organotin compounds, biocides or other products that are intended to prevent the attachment of organisms or slow the growth of organisms.*

11.0 LIABILITY FOR DELAY

- 11.1 The Carrier shall not be liable for delay either before the flight is commenced or at any time during the charter owing to weather conditions, or other conditions beyond the control of the Carrier.

12.0 CANCELLATIONS, NON-COMPLETIONS OR DEVIATIONS

12.1 When a charter is cancelled by the Carrier after commencement, charges shall be charged for the completed portion only.

12.2 No charges shall be charged to Manitoba:

- a) where flights are not completed due to mechanical failure or crew casualties and the Carrier fails to arrange for a satisfactory alternative aircraft; or
- b) in respect of any flying in an unsuccessful attempt to complete a flight required under the charter, unless Manitoba, or its designate agreed to such flying.

13.0 DANGEROUS GOODS

13.1 The Carrier shall comply with all the applicable governmental regulations governing the carriage of dangerous articles and have received the required authority to do so.

13.2 A Dangerous Goods chapter, approved by Transport Canada must be on the aircraft at all times for easy reference by Manitoba staff and inspection by Transport Canada.

14.0 CARRIAGE OF PASSENGER

14.1 Only those passengers acting in an official capacity of the Province of Manitoba shall be carried as passengers on any flight. Any person not acting in an official capacity of the Province shall obtain the approval of a duly authorized employee of the Province prior to being carried as a passenger on any flight.

15.0 REFUSAL OF CARRIAGE

15.1 The Carrier shall refuse to carry any persons or articles that it has reasonable grounds for believing will endanger the safety of the aircraft, crew or any property.

16.0 DETERMINATION OF MILEAGE

16.1 Where rate per mile is used in computing flight charges, distances shall be determined by measuring the straight-line distance between the point of origin and the destination using standard eight mile to one inch aeronautical charts.

16.2 Rates per mile will apply for all point-to-point flights where flight distances are measurable. Rates per hour will apply for all other flights.

17.0 DETERMINATION / RECORDING OF FLIGHT TIME

17.1 The hours and minutes for which a charge is made shall be computed from the time the aircraft commences taxiing before take-off until it ceases to taxi after landing.

17.2 In determining the duration of a flight in accordance with Section 17.1:

- a) time shall be converted to a decimal time as per the decimal time conversion table provided on page 25;
- b) flight duration shall be calculated by subtracting the converted up time from the down time; and
- c) no flight shall be considered to have duration of less than 0.1 hours.

18.0 MINIMUM CHARGES

18.1 Minimum charge per flight shall be based on the actual flying time rounded to the nearest 0.1 hours as determined in accordance with Section 17.0, "Determination / Recording of Flight Time" above or as outlined in Table 1, page 16, whichever is greater.

18.2 Minimum charges per day shall be the aggregate of the minimum charges per flight on that day or, where the aircraft was required by Manitoba to be exclusively available for Manitoba's use for a minimum of six hours on any one day, then the minimum per day charge calculated in accordance with provisions contained in the attached Table 1, page 16 may be charged, whichever is greater.

18.3 Minimum charges for prearranged charters of more than one day shall be an aggregate of all flight charges during the term of the charter or an aggregate of daily minimum charges for that aircraft as calculated in accordance with provisions contained in the attached Table 1, page 16, whichever is greater.

19.0 TRANSPORTATION OF CARRIER'S PERSONNEL, EQUIPMENT AND SPARE PARTS

19.1 The Carrier shall provide or pay for the transportation, if any, of the Carrier's personnel, equipment and spare parts to and from home base to the operating site as required for the purpose of the charter.

20.0 CHARGES FOR FUEL AND OIL

20.1 The provision of fuel and oil shall be the responsibility of the Carrier, but shall be reimbursed by Manitoba as offered on Table 1 on page 16 and Table 2 on page 17.

21.0 OTHER FEES

21.1 Charges for other related operating expenses such as landing fees, Carrier provided fuel, etc., which cannot be readily supported by a receipt, shall be noted on the relative daily flight report and charged separately on the company invoice. **Aircraft or flights dedicated to fire fighting and related operational training are exempt from Nav Canada service charges and should not be billed to Carriers by Nav Canada nor invoiced to Sustainable Development – Wildfire Program.**

22.0 CREWS EXPENSES

22.1 When the nature of the charter requires the Carrier’s personnel to live away from the Carrier’s base, Manitoba shall provide, or be charged for, reasonable accommodation and meals, and ground transportation between aircraft and living quarters at the operating site.

NOTE: Carrier shall arrange and pay the supplier directly for any reasonable accommodation, meals and transportation not provided by Manitoba. Receipts are required for all accommodation and ground transportation charges. Receipts are not required for meal charges; per diem rates are as follows:

<u>BREAKFAST</u>	<u>LUNCH</u>	<u>DINNER</u>	<u>PER DIEM</u>
\$ 8.35	\$ 10.35	\$ 17.90	\$ 36.60

If any changes occur in the above rates, an addendum shall be provided to the Carrier.

(Note: Addendum to these rates is expected to come into effect on April 1, 2018 and an addendum will be issued providing new rates when they are announced.)

23.0 DAILY FLIGHT REPORTS

23.1 The Carrier shall prepare a fully completed and accurate Wildfire Program Daily Flight Report provided to them by Manitoba. Daily flight reports shall be completed and given to the person authorizing the flight on behalf of Manitoba each day flights are conducted.

23.2 The original of the flight report shall be attached to the invoice issued by the Carrier when submitted to Sustainable Development – Wildfire Program for payment.

23.3 Flight times shall be recorded only in decimals as per Section 17.0. Improper completion of daily reports could result in delay of invoice payment and possible return to Carrier for clarification.

24.0 AIRCRAFT INCIDENTS, ACCIDENTS AND FUEL SPILLS

24.1 All aircraft incidents / accidents or fuel spills will be reported to the proper Transport Canada and Manitoba authorities including a copy forwarded to Wildfire Program Headquarters, Provincial Wildfire Program Coordinator.

24.2 All fuel spills must be reported to a Sustainable Development staff member immediately who will in turn report to the Regional Duty Officer. The regional office will ensure appropriate action is taken and report it to the proper environmental authorities.

25.0 CARRIER INCIDENT / ACCIDENT HISTORY

25.1 The Carrier may be requested to submit a summary of all incidents and/or accidents the Carrier has experienced within the past five years. This summary is to contain details including date, location, aircraft type, personal injury and damage to aircraft (i.e. minor, moderate, substantial). An incorrect summary may result in the flying offer not being accepted.

26.0 CONFIDENTIALITY OF INFORMATION

26.1 During the term of this Offer, and at all times thereafter, the Carrier and any officers, employees or agents of the Carrier:

- a) Shall treat as confidential all information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, videos, photographs and other materials, acquired or to which access has been given in the course of, or incidental to, the performance of this Offer;
- b) Shall not, without first obtaining written permission from Manitoba:
 - i. use, or permit use of, information, documents and material described in Section 26.1 a) except for the proper performance of the Carriers obligations under the terms of this Offer, or
 - ii. disclose, or permit disclosure of, the information, documents and materials described in Section 26.1 a) to any person, corporation or organization; and
- c) Shall comply with any rules or directions made or given by Manitoba with respect to safeguarding or ensuring the confidentiality of the information, documents and materials as described in Section 26.1 a).

27.0 OWNERSHIP OF INFORMATION, ETC.

27.1 All information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, videos, photographs and other materials, discovered or produced by the Carrier, or any officers, employees or agents of the Carrier, in performance of, or incidental to the performance of this Offer, and all intellectual property rights therein shall be the exclusive property of Manitoba, and shall be delivered without cost to Manitoba upon request.

- 27.2 The Carrier hereby waives all the Carrier's moral rights under the *Copyright Act (Canada)* in the information, documents and materials described in subsection 27.1 in favour of Manitoba, and agrees to execute any additional documents, in a form satisfactory to Manitoba, which may be required to evidence this waiver. The Carrier further agrees to obtain from each of its officers, employees and agents, written waivers, in a form satisfactory to Manitoba, of all their moral rights in such information, documents and materials in favour of Manitoba.
- 27.3 During term of the Offer and at all times thereafter, the Carrier, and any officers, employees or agents of the Carrier, shall not use, publish, or disclose any information, documents and materials, including (without limitation) all data, research, reports, drawing, designs, plans, videos, photographs and materials, discovered or produced by the Carrier, or the Officers, employees or agents of the Carrier, in the performance of, or incidental to the performance of this Offer without first obtaining written permission from Manitoba.
- 27.4 Any equipment, materials, and supplies provided by Manitoba to the Carrier for use in the performance of flying services shall remain the property of Manitoba and shall be returned without cost to Manitoba upon request.

28.0 INDEMNIFICATION AND RISK

- 28.1 The Carrier shall use due care in the performance of its obligations while under charter to ensure that no person or livestock is injured, no property is damaged or lost and no rights are infringed.
- 28.2 The Carrier shall be solely responsible for:
- a) any injury to persons (including death), damage or loss of livestock or property or infringement of rights caused by, or related to, the performance of the contract or the breach of any term or condition of this offer by the Carrier or its employees or agents of either of them;
 - b) any omission or wrongful or negligent act of the Carrier or employees and agents of the Carrier; and shall save harmless and indemnify Manitoba, its officers, employees and agents from and against all claims, liabilities and demands with respect to clauses a) and b).
- 28.3 Manitoba shall not be responsible or liable for any injury to employees and agents of the Carrier, or for damage or loss to the property that the Carrier uses to perform the obligations under the terms and conditions of this Offer, including damage or loss to the aircraft. It is the Carrier's responsibility to insure this property against damage and loss.

29.0 INSURANCE

- 29.1 During the term of this offer, the Carrier shall effect and maintain one or more comprehensive liability insurance policies with combined limits of not less than **\$5,000,000.00 as to any single occurrence or claim. By setting the foregoing minimum coverage, Manitoba does not represent that such amount is adequate to cover all possible claims or losses of this kind and expressly disclaims such a representation. The Carrier acknowledges that it is solely responsible for determining the adequacy of its insurance coverage.
- 29.2 The insurance policies shall cover claims for bodily injury, death or damage to property, including loss thereof. This liability insurance shall be underwritten by insurers acceptable to Manitoba.
- 29.3 The Carrier will provide Manitoba with a current Certificate of Insurance with **“the Province of Manitoba shall be added as *Additional Insured*”** to this policy with respect to the flying services provided under the terms of this Offer.
- 29.4 Written Notice of Cancellation clauses shall be added to the policy with respect to the flying services provided under the terms of this Offer.

**** A current Certificate of Insurance indicating that the above requirements have been met shall be provided to Manitoba together with this Offer.**

30.0 WORKER'S COMPENSATION ACT

- 30.1 The Carrier shall be registered and in good standing with their respective Worker's Compensation Board as required.
- 30.2 The Carrier shall comply with all the requirements of the *Worker's Compensation Act* of Manitoba. Should the Carrier fail to pay the Worker's Compensation Board premiums on the wages of all their employees, whether assessed or otherwise, by the Worker's Compensation Board, together with all compensation awarded by the said Board in respect to any accident occurring after the commencement of the flying services and before the payment of premium to the Worker's Compensation Board, Manitoba may deduct from monies due or accruing due the Carrier under this Offer, a sum sufficient to pay all of such amount and may pay the same to the Worker's Compensation Board of Manitoba.
- 30.3 A current Worker's Compensation number or Letter of Clearance as verification of coverage should be provided with the Offer as required upon hire. If you employ any workers please contact the Worker's Compensation Board of Manitoba at 1-800-362-3340 or the website at: www.wcb.mb.ca to determine if you need to register.

31.0 WORKPLACE SAFETY & RISK MANAGEMENT

31.1 By entering into the Agreement, the Carrier acknowledges responsibility to fulfil the requirements of Manitoba under subsection 31.2, if applicable, of the *Workplace Safety and Health Act* and to ensure that the flying services are carried out in accordance with the Act and all applicable regulations.

31.2 Without limiting the generality of subsection 31.1 above, the Carrier represents and warrants that:

- a) It shall ensure, as far as reasonably practicable, that it will meet the requirements for the protection of workers set out in the Act and the regulations made there under;
- b) It has a workplace safety and health system or program applicable to the work being performed and shall carry out the commercial charter flying services in accordance with the program;
- c) Its employees, agents or subcontractors are properly trained and qualified to perform the commercial charter flying services; and
- d) Any mobile equipment operators shall possess a valid driver's licence, as required by the Highway Traffic Act and may be subject to evaluation by Manitoba;
- e) It shall ensure that an adequate number of competent supervisors are provided as prescribed by the Act;
- f) It has disclosed all "required information" as required under the Act to all employees and workers that will be providing the flying services on behalf of the Carrier under this Offer to ensure they are trained and informed of the hazards inherent to the work and understand the procedures for minimizing the risk and injuring or illness;
- g) It shall immediately notify Manitoba of any accident causing the death or injury of any of the Carrier's officers, employees or agents and within five (5) days of the accident provide Manitoba with a written report detailing the accident and incorporating information requested by Manitoba;
- h) The Carrier shall immediately notify and provide Manitoba with copies of any notices, orders or charges issued to the Carrier under the Act; and
- i) It shall comply with all reasonable requests and directions made by Manitoba including, without limitation, any requests or directions made by Manitoba.

31.3 Manitoba and the Carrier acknowledge and agree that the Carrier is a "Prime Contractor" as that term is defined in the *Workplace Health and Safety Act (Manitoba)* for all purposes of that Act and without limiting the generality of the foregoing, it is further acknowledged and agreed that as the Prime Contractor, the Carrier is solely and completely responsible and liable for and in respect of all obligations, requirements and duties imposed on the Prime Contractor in the Act.

32.0 TERMINATION

32.1 Provided that, in the opinion of Manitoba, the commercial charter flying services are not being performed in accordance with the terms and conditions set out in this Offer, Manitoba may, in its sole discretion, immediately terminate the Offer.

32.2 Upon termination of the Agreement, both parties shall have no further obligations to one another except with respect to:

- a) the Carrier's obligation respecting liability and indemnification contained in Section 27.0; and
- b) Manitoba's obligation to pay the Carrier for hours flown/mileage along with any other applicable charges contained in the Offer up to the time of termination.

33.0 SURVIVAL OF TERMS

33.1 Sections 26.0, 27.0, 28.0, 29.0, 30.0, 31.0 and 32.0 shall survive the termination or expiration of this Offer.

34.0 INDEPENDENT CARRIER / CONTRACTOR

34.1 The Carrier is an independent contractor, and this Offer does not create the relationship of employer and employee, or of principal and agent, between Manitoba and the Carrier or between Manitoba and any officers, employees or agents of the Carrier.

34.2 In addition to Section 29.1 the Carrier is responsible for any deductions or remittances which may be required by law.

34.3 The Carrier shall not incur any expenses or debt on behalf of, nor make any commitments for, Manitoba without first obtaining written permission from Manitoba.

35.0 SUB-CONTRACTS AND ASSIGNMENTS

35.1 The use of subcontractors and third parties is not permitted under this Offer. This Offer, or any obligation or part thereof, shall not be assigned by the Carrier.

36.0 SEVERABILITY

36.1 If any provision of this Offer is for any reason invalid, that provision shall be considered separate and severable from this Offer, and the other provisions of this Offer shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in the Offer.

37.0 APPLICABLE LAW AND GST/HST

- 37.1 This Offer shall be interpreted, performed and enforced in accordance with the laws of Manitoba.
- 37.2 The flying services under this Offer are for the use of and being purchased with Crown Funds by the Government of Manitoba and are therefore not subject to the federal Goods and Services Tax (GST) and Harmonized Sales Tax (HST) – Province of Manitoba Registration Number R107863847. The Carrier represents and warrants that neither GST nor HST has not been included or quoted in any fees or prices and shall not be included in any invoice provided, or claim for payment requested, under this Offer.
- 37.3 Hourly rates or mileage rates and invoice prices should include all applicable taxes except the Goods and Services Tax (GST) and Harmonized Sales Tax (HST) as stated above.

38.0 INDIGENOUS PROCUREMENT INITIATIVE

- 38.1 **Indigenous Procurement Initiative** – Manitoba is committed to community economic development as a key component of its economic strategy. It intends to develop a provincial economy that is more inclusive, equitable and sustainable. Procurement practices are one means that can be used to contribute to the growth of Indigenous businesses. In that regard, Manitoba developed the Indigenous Procurement Initiative (IPI). The objective of the IPI is to increase the participation of Indigenous business in providing goods and services to Manitoba.
- 38.2 **The Indigenous Business Standard (applicable to this Offer)** – means terms and conditions indicate that Indigenous business participation is desirable but not mandatory.
- 38.3 **Indigenous Business Directory** – Manitoba has established a directory of Indigenous businesses called the “Indigenous Business Directory”. This directory is a list of Indigenous businesses (including non-profit organizations and economic development corporations) that have self-declared as an Indigenous Business meeting the definition under IPI. It is neither comprehensive nor exhaustive but may be a useful resource to identifying Indigenous businesses for potential partnering or sub-contracting purposes. Indigenous businesses not listed in the Directory may also be used.
- 38.4 Indigenous businesses are encouraged to register by contacting Procurement Services Branch. For further information on the Indigenous Business Directory, registration forms and access to a copy of the Indigenous Business Directory, please see the following website:
www.gov.mb.ca/mit/psb/api/api_bd.html

39.0 SUSTAINABLE DEVELOPMENT PROCUREMENT

- 39.1 Manitoba has an integral role in promoting and implementing sustainable development in society and is therefore committed to promoting and incorporating the Principles and Guidelines of Sustainable Development into all projects. *The Sustainable Development Act* requires Manitoba to adopt procurement policies that are consistent with the principles of sustainable development.
- 39.2 Procurement of all goods, materials and services shall be consistent with Manitoba's principles and guidelines of Sustainable Development and other government procurement policies, legislative requirements and trade agreements. Procurement shall be based on:
- a) Careful consideration of the goods, materials or services impact on the environment, economy and human health and well-being;
 - b) Preference will be given to the purchase of environmentally preferable goods and materials whenever they perform satisfactorily and are available at a reasonable price;
 - c) Consideration of market factors such as price, quality, delivery dates and specifications, for example, recycled, remanufactured and/or non-toxic goods;
 - d) Consideration of full cost accounting to ensure that no costs associated with the purchase or action including, externalized costs are left unaccounted for.
- 39.3 Considering the above, Manitoba has initiated, through this Offer, the solicitation of suggestions for Sustainable Development compliant products and services that will assist the department in revising technical specifications for future tenders to ensure the procurement of sustainable development goods and services.

40.0 ENTIRE AGREEMENT

- 40.1 This document and the attached Table 1 – Fire Season Rates, Charges and Daily Minimums and Table 2 – Non-Fire Season Rates, Charges and Daily Minimums contain the entire Agreement between Manitoba and the Carrier. There are no undertakings; representations or promises, expressed or implied, other than those contained in this Offer.

41.0 AMENDMENTS

- 41.1 No amendment or change to, or modification of, this Offer shall be valid unless it is in writing and approved by the Aircraft Coordinator or Wildfire Program Headquarters designate.

TABLE 1:

FIRE SEASON RATES, CHARGES AND DAILY MINIMUMS

As of April 1, 2019, the following rates, charges and minimums shall be used in determining charter charges for all Sustainable Development flying and will remain in full force and effect until September 30, 2019. Only by mutual consent and agreement of both the Carrier and Manitoba can these rates, charges and minimums be changed prior to expiration of the above period.

A/C TYPE	[A] FIXED WING TRANSPORT ROLE / [B] DETECTION ROLE				[C] BIRDDOG ROLE	
	Rate/Hour	Rate/Mile	Minimum Charge Per Flight	Minimum Charge Per Day	Rate/Hour	Daily Basing Fee

Please complete the appropriate Fleet Schedule/Aircraft Equipment List for [A] Transport Role / [B] Detection Role and/or [C] Birddog Role attached.

The company may provide an attachment with rates and any other pertinent information that may include other services they may be able to provide (i.e. IR Scanning, Dry Rates, etc.)

In addition to the above, a surcharge will be made for fuel and oil consumed on all flights. This surcharge shall be for Carrier costs which exceed \$ _____ per litre for avgas, \$ _____ per litre for Jet fuel, and \$ _____ per litre for oil.

This Offer and these rates, charges and minimums are made by the Carrier:

Name of Carrier: _____

Company Contact: _____
(Please Print)

As represented and authorized by: _____

Title: _____

Witness: _____

TABLE 2:

NON-FIRE SEASON FLYING RATES AND CHARGES

As of October 1, 2019, the following rates and charges shall be use in determining casual charter charges for all Sustainable Development flying other than those deemed as fire related flights. The charges will remain in force and effect until March 31, 2020. Only by mutual consent and agreement of both the Carrier and Manitoba can these rates and charges be changed prior to the expiration of the above period.

Information the Carrier provides on the Company Fleet Schedule and Aircraft Equipment List will be used in determining what aircraft will best suit the job requirement, ie. patrols, aerial surveys, etc. Winter requirements may require specialized equipment. A Pilot Information Sheet outlining pilot experience may be required for these specialized projects.

Please complete Aircraft Equipment List/Fleet Schedule – Page 18

Home Base Rates:

A/C Type	Rate/Hour

Away From Home Base Rates:

A/C Type	Rate/Hour

In addition to the above, a surcharge will be made for fuel and oil consumed on all flights. This surcharge shall be for Carrier costs which exceed \$ _____ per litre for avgas, \$ _____ per litre for Jet fuel, and \$ _____ per litre for oil.

**Surcharges for positioning/de-positioning, fuel and oil, storage fees and possible extra insurance coverage will be determined at the time of hire depending on work location requirement as per “sample agreement” to casual hire fixed wing flying services. All other terms and conditions shall remain as contained in the Fixed Wing Flying Offer.

This Offer and these rates, charges and minimums are made by the Carrier:

Name of Carrier: _____

Company Contact: _____
(Please Print)

As represented and authorized by: _____

Title: _____

Witness: _____

[B]

DETECTION AIRCRAFT PREFERRED EQUIPMENT LIST

AIRCRAFT MUST MEET THE FOLLOWING REQUIREMENTS:

- a) Aircraft must be either: twin engine on wheels or single engine on floats.
- b) Co-pilot/passenger headset with "Push To Talk" (PTT) transmit capable;
- c) 2- VHF-AM Radio Communication Transceiver 118-136 Mhz.;
- d) Installed VHF-FM "hi band" radio receiver able to operate on Wildfire Program assigned frequencies (157-174 Mhz) complete with dual tone multi-frequency (D.T.M.F.) encoding capability; Radio must be ground capable of working;
- e) Global Positioning Navigation System set on NAD 83 **(degrees, minutes, seconds)**;
- f) Mode "C" altitude encoding transponder;
- g) Automated Flight Following (AFF) system (Service Provider and ESN# to be provided on Detection Aircraft Preferred Equipment Check List). Position updates to be transmitted on 2 minute intervals.

[C]

BIRDDOG AIRCRAFT MIMIMUM REQUIRED EQUIPMENT LIST

AIRCRAFT MUST MEET THE FOLLOWING MINIMUM REQUIREMENTS:

- a) Must be twin engine on wheels. Preference may be given to twin engine turbine powered aircraft.
- b) Can be one of the following: High / Mid / Low wing configuration. Preference may be given to High wing aircraft.
- c) Must be capable of maintaining a minimum cruise speed of 160 knots true airspeed in level flight at 5,000 feet ASL.
- d) Must be capable of remaining airborne for a period not less than four (4) hours while maintaining reserves of fuel required under applicable law including the CARs 602.88 and 703.20.
- e) Must be capable and authorized to operate on unpaved surfaces.
- f) Must be certified for single pilot day, night, Visual Flight Rules (VFR), and Instrument Flight Rules (IFR) including GPS approaches.
- g) Must have an installed and approved downward or downward / side facing loud hailer / siren with both “yelp” and “wail” capability.
- h) Must have a Co-pilot /passenger headset and be “push to talk” (PTT) transmit capable.
- i) Must have independently controlled communication control panels permitting individual control of all installed communication systems at both cockpit positions and have a voice activated intercom.
- j) Must have 2- VHF-AM Radio Communication Transceivers (118-136 Mhz).
- k) Must have an installed VHF-FM “hi band” radio transceiver capable of operating on Wildfire Program assigned frequencies (157-174 Mhz) complete with dual tone multi-frequency (D.T.M.F.) encoding capability; Radio must be capable of monitoring a minimum of one additional call back channel by guard receiver or scanning.
- l) Must have an installed VHF-FM “low band” radio transceiver capable of operating on Ministry of Natural Resources (MNR) Ontario assigned frequencies (30-50 Mhz); Radio must be capable of monitoring a minimum of one additional call back channel by guard receiver or scanning.
- m) Must have a Global Positioning Navigation System set on NAD 83 (**degrees, minutes, seconds**);
- n) Must be equipped with a Mode “C” altitude encoding transponder;
- o) Must have an Automated Flight Following (AFF) system (Service provider and ESN# to be provided on Birddog Aircraft Required Equipment Checklist). Position updates to be transmitted on 2 minute intervals.
- p) Must have a selectable, alternating pulse lighting system controlling existing landing and / or taxi lights or an acceptable equivalent.



Last Name:	First Name:	Initials:	Company:	
FW Licence # :	RW Licence # :	Engineer Licence # :	PPC Due Date:	Medical Due Date:

LICENCE DATA (PLEASE indicate if fixed wing or rotary wing or both: **FW or RW or BOTH**)

TYPE		
Airline Transport::	Commercial:	Private:
Other Licences:		
ENDORSEMENTS		
Floats:	Multi Engine:	Night:
Skis:	IFR:	VFR:
Other Endorsements:		

FLYING EXPERIENCE (Hours by Aircraft Type and Model)

Aircraft Type by Make/Model ie: Bell 205	Total Hours	Hours PIC	Last 12 Months	Floats	Skis	Geographic Area of Operation

SPECIALTY FLYING EXPERIENCE

(Estimated hours of training and experience; and the date training received ie month/year)

Bucketing/Bombing:	Long Lining:	I.R. Scanning:	Hover Exit:	Slinging:
Drip Torch:	Detection:	Birddog:	Dangerous Goods:	Survey:
Aerial Spraying:	Seeding:	Fertilizing:	Other:	

DECLARATION

I certify that the information entered on this form is true to the best of my knowledge and belief.

_____	_____
Pilot Signature	Date
_____	_____
Employer Signature	Title
_____	_____
	Date

Non-Fire Agreement to Casual Hire Fixed Wing Flying Services

Manitoba agrees to charter on an “as and when required basis” for the period of _____
to _____, one _____ from _____
(Type) (Company)

at an hourly flying rate of \$_____. In addition, Manitoba agrees to the conditions and
additional charges if fuel rates rise above \$_____ / litre, and if oil rates rise above \$_____ /
litre, and a daily storage fee of \$_____ when the aircraft is not based in _____.

The hourly flying rate includes all applicable taxes except for the Goods and Services Tax (GST) and
Harmonized Sales Tax (HST) Province of Manitoba Registration Number R107863847.

When flying services are performed away from the Carrier’s home base of _____,
Manitoba agrees to provide or reimburse the Carrier for reasonable board, lodging and transportation
for one pilot. If a claim is made, the Carrier shall invoice meals at the per diem rate as follows:

(2018)	In remote areas	<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>
		\$ 8.35	\$ 10.35	\$ 17.90

Receipts are not required for meal charges. Reimbursement claims for lodging must be supported by receipt.

During the term of this agreement and before any work is started, the Carrier shall effect and maintain
comprehensive insurance policies, with a coverage limit of not less than \$5,000,000.00 as to any single
occurrence or claim, naming the Province of Manitoba as Additional Insured. **A current certificate of
insurance, indicating that the above requirements have been met, is required.**

Pilot Information Sheet Required and Provided: _____
Yes No

One summary invoice [initialed by Manitoba’s project coordinator] based on daily flight reports
substantiated hourly charges must be forwarded to:

Name: _____

Address: _____ **Ph. #:** _____

Dated at _____, **this** _____ **day of** _____, **20** _____

Witness as to the Carrier

Carrier

Dated at: _____ **Winnipeg**, **this** _____ **day of** _____, **20** _____

Director HQ Operations

DECIMAL - TIME CONVERSION TABLE

To convert the time-of-day to a decimal time:

Example: The time-of-day **13:43** has a decimal time of **13.7**

1. Choose the **hour** column with the time-of-day hour (ie. **1300**)
2. Choose the **minute** row with the correct minute range (ie. **43** minutes falls in the **39-44** range)
3. The intersection of the hour column and minute row is the converted decimal time ie. **13.7**)

HOUR

MINUTES	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
0 - 2	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0	15.0	16.0	17.0	18.0	19.0	20.0	21.0	22.0	23.0
3 - 8	4.1	5.1	6.1	7.1	8.1	9.1	10.1	11.1	12.1	13.1	14.1	15.1	16.1	17.1	18.1	19.1	20.1	21.1	22.1	23.1
9 - 14	4.2	5.2	6.2	7.2	8.2	9.2	10.2	11.2	12.2	13.2	14.2	15.2	16.2	17.2	18.2	19.2	20.2	21.2	22.2	23.2
15 - 20	4.3	5.3	6.3	7.3	8.3	9.3	10.3	11.3	12.3	13.3	14.3	15.3	16.3	17.3	18.3	19.3	20.3	21.3	22.3	23.3
21 - 26	4.4	5.4	6.4	7.4	8.4	9.4	10.4	11.4	12.4	13.4	14.4	15.4	16.4	17.4	18.4	19.4	20.4	21.4	22.4	23.4
27 - 32	4.5	5.5	6.5	7.5	8.5	9.5	10.5	11.5	12.5	13.5	14.5	15.5	16.5	17.5	18.5	19.5	20.5	21.5	22.5	23.5
33 - 38	4.6	5.6	6.6	7.6	8.6	9.6	10.6	11.6	12.6	13.6	14.6	15.6	16.6	17.6	18.6	19.6	20.6	21.6	22.6	23.6
39 - 44	4.7	5.7	6.7	7.7	8.7	9.7	10.7	11.7	12.7	13.7	14.7	15.7	16.7	17.7	18.7	19.7	20.7	21.7	22.7	23.7
45 - 50	4.8	5.8	6.8	7.8	8.8	9.8	10.8	11.8	12.8	13.8	14.8	15.8	16.8	17.8	18.8	19.8	20.8	21.8	22.8	23.8
51 - 56	4.9	5.9	6.9	7.9	8.9	9.9	10.9	11.9	12.9	13.9	14.9	15.9	16.9	17.9	18.9	19.9	20.9	21.9	22.9	23.9
57 - 60	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0	15.0	16.0	17.0	18.0	19.0	20.0	21.0	22.0	23.0	24.0